



CENTRAL UP GAS LIMITED

BID DOCUMENT FOR THE INSURANCE POLICY FOR CUGL'S ASSETS

BID DOCUMENT NO : CUGL/C&P/TEN2122/21,229,003

E-TENDER No. 50499

LIMITED DOMESTIC COMPETITIVE BIDDING

<u>INDEX</u>	
<u>S.No.</u>	<u>INDEX HEADING</u>
1	IFB (INVITATION FOR BID)
2	BEC (BID EVALUATION CRITERIA)
3	ITB (INSTRUCTION TO BIDDER)
4	FORMS & FORMATS
5	SCOPE OF WORKS (SOW)
6	SPECIAL CONDITIONS OF CONTRACTS (SCC)
7	SOR (SCHEDULE OF RATES)

IFB

(INVITATION FOR BID)

SECTION -I

सेन्ट्रल यू.पी. गैस लिमिटेड
(गैल (इंडिया) लिमिटेड एवं भारत पेट्रोलियम का संयुक्त उद्यम)



Central U.P. Gas Limited
(A Joint Venture of GAIL (India) Limited and BPCL)

INVITATION FOR BID (IFB)

Bid Document No. : CUGL/C&P/TEN2122/21,229,003
To,

Date :18/05/2021

Contact No. :

Kind Attn :

Dear Sir,

Central UP Gas Limited (CUGL), a Joint Venture company between GAIL & BPCL, as part of its service to provide clean fuel to Kanpur & Bareilly city is currently executing City Gas Distribution Project to supply Natural Gas to Industrial, Commercial and Domestic consumers and CNG for Vehicles.

- | | | |
|----------------------------|---|--|
| 1.0 Project | : | City Gas Distribution |
| 2.0 Name of Work | : | Insurance Policy for CUGL's Assets |
| 3.0 Scope of Work | : | As per Tender Document |
| 4.0 Time Schedule | : | 01 year from the date of award |
| 5.0 Bid Validity | : | 120 days from the bid due date |
| 6.0 Bid Security / EMD | : | NA |
| 7.0 Pre-Bid Meeting | : | 25/05/2021; 12:30 hrs. IST |
| 8.0 Bid due Date with Time | : | 02/06/2021 up to 15:00 Hrs. IST |
| 9.0 Designated Place | : | CENTRAL U.P. GAS LIMITED,
Regd. Off. 7th Floor, UPSIDC Complex, A-1/4, Lakhapur,
Kanpur-208024 India |
| 10.0 Type of bid | : | Single Bid System |
| 11.0 Basic of Evaluation | : | Package Basis |

Bidders to quote for complete items as per SOR. Please note that Owner intends to evaluate and finalize this tender on Package Basis. Failure to quote for any of the items listed to rejection of bid.

CUGL has the right to award the job either in part or full.

For & on behalf of
Central U.P. Gas Limited

Sr. Manager C&P

रजिस्टर्ड ऑफिस : सातवाँ तल, यूपीएसआईडीसी कॉम्प्लेक्स, ए-1/4, लखनपुर, कानपुर - 208 024 उ.प्र. • दूरभाष : 0512-2585001, 2583462 • फैक्स : 2582453 • वेबसाइट : www.cugl.co.in

Registered Office : 7th Floor, UPSIDC Complex, A-1/4, Lakhapur, Kanpur- 208024, U.P. • Tel.: 0512-2585001, 2583462 • Fax : 2582453 • Website : www.cugl.co.in

CIN No. : U40200UP2005PLC029538

An ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 Certified Organisation

BEC

(BID EVALUATION CRITERIA)

SECTION -III

(BID EVALUATION CRITERIA)

TECHNICAL CRITERIA

- Insurance companies should be registered in IRDA and valid license issued by IRDA.
- Insurance company should have branch in Kanpur and Bareilly both locations.

Bidder need to submit required documents for meeting the above criteria

FINANCIAL CRITERIA: NOT APPLICABLE

ITB

(INSTRUCTIONS TO BIDDERS)

SECTION-III

ANNEXURE-I: GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcprocure.com>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the CUGL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://cugl.abcprocure.com>.
2. For registration on the e-tender site <https://cugl.abcprocure.com>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator sonu@abcprocure.com, satabdi@abcprocure.com with a copy to info@abcProcure.com for approval. Once approved, bidders can login in to the system as and when required.

3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmedabad (Contact no. Tel: +91 79 6120 0580 | 0567 & Mobile: +91 9099090830| 6353217080) for obtaining the digital signature certificate.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://cugl.abcprocure.com>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (a) Vendors are advised to log on to the website (<https://cugl.abcprocure.com>) and arrange to register themselves at the earliest, if not done earlier.
 - (b) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (c) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (d) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (e) Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

(f) No manual bids/offers along with electronic bids/offers shall be permitted.

7. No responsibility will be taken by CUGL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as CUGL officials.
8. CUGL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies/ personnel:

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Contact Numbers: 9870089747

E-mail id: support.cugl@eptl.in | support@abcprocure.com

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455 Mr K.K Gupta, E-mail: kkgupta@cugl.co.in

(2) NAME, Designation, Department

Phone: 0512- 2582455, Mr S.Bhatia E-mail: sbhatia@cugl.co.in

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 SCOPE OF BID:

- 1.1 The Employer/ Owner/ CUGL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/CUGL.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2.0 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrup & Fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39”
- 2.2 The Bidder is not put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CUGL by the bidder.

It shall be the sole responsibility of the bidder to inform CUGL in case the bidder is put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CUGL by the bidder.

It shall be the sole responsibility of the bidder to inform CUGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment

of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.

2.5 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, CUGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6.0 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.1 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against CUGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder

to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

B BIDDING DOCUMENTS

7.0 CONTENT OF BIDDING DOCUMENT

7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0

- Section –I : Invitation for bids (IFB)
- Section-II : Instruction to Bidders (ITB)
- Section-III : General conditions of Contract (GCC)
- Section-IV : BEC (Bid Evaluation Criteria)
- Section-V: Forms & Format
- Section-VI: Scope of works (SOW)
- Section – VII: Price schedule/Schedule of Rates (SOR)

7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bidding documents. The Bidding Document together with all its attachment thereto, shall be considered to be read Understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or Submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidders risk and may result in the rejection of the Bid.

8.0 CLARIFICATION ON BID DOCUMENTS

8.1 A prospective bidder requiring any clarification of the Bidding Documents may notify OWNER in writing or by fax or e-mail at the address indicated in the Invitation for Bids. OWNER will respond in writing to any request for clarification of the Bidding documents which it receives not later than 5 days prior to the deadline for the submission of bids prescribed by OWNER. Written copies of OWNER response (including an explanation of the query but without identifying the source of the query) will be sent to all bidders to whom the bidding documents were issued. Any Clarification or information required by the bidder and not received within the stipulated time period shall be liable to be considered as no clarification/information required.

8.2 In case pre-bid conference is envisaged, all quotations/queries should be referred to OWNER at least 3 days before scheduled date of pre bid conference. The questions/queries received by OWNER prior to pre-bid conference will be replied in the pre-bid conference.

9.0 AMENDMENT OF BID DOCUMENTS

- 9.1** At any time prior to the deadline for submission of bids, the OWNER may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda/corrigendum.
- 9.2** Any addendum thus issued shall be part of the Bidding Documents and shall be notified in writing by fax/post/email to all the bidders to whom the bidding documents were issued. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post/to the Owner/ Consultant and take the same in the account all such addendum before submitting their bids.
- 9.3** The OWNER/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

- 10.1** The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OWNER/Consultant shall be written in English Language alone provided. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation duly authentication by the chamber of commerce of bidders country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 10.2** In the event of submission of any document/certificate by the bidder in a language other than English, the Bidder shall submit the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country.

11.0 DOCUMENTS COMPRISING THE BID

- 11.1** The bid prepared by the bidder shall comprise the following:

11.1.1 FORM-I : TECHNO-COMMERCIAL UN-PRICED BID (PART-1)

Part-I: Techno-commercial/un-priced Bid shall contain the following documents:

- a) Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
 - b) 'Bidder's General Information', as per 'Form F-1'.
 - c) 'Bid Form', as per 'Form F-2'
 - d) Copies of documents, as required in 'Form F-3'
 - e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
 - f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
 - g) 'No Deviation Confirmation', as per 'Form F-6'
 - h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
 - i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
 - j) 'Agreed Terms and Conditions', as per 'Form F-10'
 - k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - l) Undertaking on the Letter head, as per the Form F-12.
 - m) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
 - n) Any other information/details required as per Bidding Document
 - o) All forms and Formats including Annexures.
 - p) EMD /Bid Security
 - q) Tender document duly signed by authorized signatory.
- r) All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

Further, Bidders are required to upload the scanned copy of EMD/ Bid Security on e-tender portal within due date & time, the hard copy of same must be received in CUGL office, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 5 days from the Bid Due Date.

Sr. Manager (C&P)
Central UP Gas Ltd,
UPSIDC Complex 7th Floor, A-1/4,
Lakhanpur, Kanpur,
Uttar Pradesh 208024

Bidders are required to submit the EMD in original by Bid Due Date and Time or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Bid Due Date and Time, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 5 days from the Bid Due Date, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.1.2 FORM-II : “PRICE BID – NOT TO OPEN WITH TECHNO-COMMERCIAL UN-PRICED BID”-PART-II

11.1.3 Part-II: PRICE BID

Part-II of the BID shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document. CUGL

shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below:

Note

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule/Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount/rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation. In case, any of the bidders offers discount/rebate / downward revised prices, the same shall not be considered for evaluation and their bid will be evaluated as per the original price bid. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.1.4 NA

12 BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.
- 12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of work, etc.
- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 The Bidder shall quote the rates in ‘figures’ & ‘words’, as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place n Price Schedule.

13 TAXES & DUTIES

- 13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CUGL’s account.

Beyond the contractual delivery period, in case CUGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST

& SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case CUGL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CUGL's account.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

If input tax credit is not available to CUGL for any reason not attributable to CUGL, then CUGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/setoff/recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CUGL to the Suppliers.

- 13.7 The supplier shall mention the particulars of CUGL on the Invoice. Besides, if any other particulars of CUGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of CUGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CUGL to the government exchequer, then, that Supplier shall be put under Holiday list of CUGL for period of six months.
- 13.9 CUGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where CUGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 13.10 In case the GST rating of vendor on the GST portal / Govt. Official website is negative / black listed, then the bids may be rejected by CUGL. Further, in case rating of bidder is negative / black listed, after award of work for supply of goods / services, then CUGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties/ interest, if any, incurred by CUGL.
- 13.11 **Anti-profiteering clause**

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may not do the above and quote their prices accordingly.

14.0 BID CURRENCY

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

- 15.1 The bid shall remain valid for acceptance for 4 (four) months from the bid due date. Owner/Employer shall reject a bid valid for a shorter period for being non-responsive.
- 15.2 In exceptional circumstance, prior to expiry of the original bid validity period, the Owner/Employer may request the bidders extend the period of validity for a specified additional period. The requests and the Responses thereto shall be made in writing (by fax/ post / e-mail). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause in all respects.

16.0 EARNEST MONEY- NOT APPLICABLE FOR THIS TENDER

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor of Central UP Gas Limited, payable at Kanpur] or '**Banker's Cheque**' or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in Form -4/4A of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

In case Bidders registered with NSIC or District Industries Center (DIC) as small/Micro Category Enterprises are exempted from submission of EMD. The above exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

The documentary evidence/certificate in support of being registered with NSIC/DIC submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm). The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

Bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender .
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.

16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit"
 - (iii) to accept 'arithmetical corrections' as per provision of ITB.

16.8 Bid Security should be in favor of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document.

17.0 PRE-BID MEETING

17.1 As per IFB.

18.0 FORMAT AND SIGNING OF BID

18.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB marked "original" in addition, the bidder shall submit 1 copy of the bid clearly marked as "Copy". In the event of any discrepancy between the original and the copy, the original will govern.

18.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.

18.3 The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.

18.4 The bid shall contain no alterations, omissions or additions, unless the person or persons signing the bid initial such corrections.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. CUGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note CUGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 30 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations.

CUGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. CUGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) BEC
- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security
- (e) Specifications & Scope of Work
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (m) Force Majeure& Applicable Laws
- (n) Not submitting an undertaking that the bidder is not Holiday/ Blacklisted by CUGL or any other Govt. Dept./PSUs.
- (o) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note:Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20.0 E-PAYMENTS

NA

21.0 AGENT / CONSULTANT / REPRESENTATIVE / RETAINERS / ASSOCIATES

21.0NA

D. SUBMISSION OF BIDS

22.0 Submission of bid Through Online

22.1 WEB PORTAL FOR Bid Submission online <https://cugl.abcpocure.com> For More information please visit our Website and find the attached General Instruction for online bid submission.

22.2 Bid must be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.

23.0 DEADLINE FOR SUBMISSION OF BID

23.1 The Bid must be submitted at the address as specified in clause 22.0 above not later than the time and date as specified in Section-I, IFB.

23.2 The Employer may, in exceptional circumstances and at its discretion,, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bidding document, extend the deadline for the submission of bids. In which case all rights and obligations of the Employer and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23.4 In case any bid is submitted by bidder who is on Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid, such bid will not be opened /evaluated and such bids shall be returned to the party immediately.

23.5 In case of the days specified in IFB happens to be a holiday in CUGL, the next working day shall be implied.

24.0 LATE BIDS

24.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, e-tendering system of CUGL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case the EMD /physical documents have been received but the Bid is not submitted by the bidder or submitted incomplete in the e-tender Portal within the stipulated time, such EMD/ bid security shall be returned and such bid shall not be considered.

24.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS

25.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or Withdrawal of the bid, is received by the Employer prior to the deadline prescribed for submission of bids.

25.2 The bidder's modification or withdrawal note shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 22 of ITB with the outer envelopes additionally marked "modification" or withdrawal as appropriate. A withdrawal notice may also be sent by fax /post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.

- 25.3 No bid shall be modified/withdrawn after the deadline for submission of bid.
- 25.4 No bid shall be allowed to be withdrawn/modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form, Withdrawal/ modification of a bid during this interval shall result in the bidders forfeiture of its bid security, pursuant to clause 15 of ITB.
- 25.5 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered unconditionally withdrawn.

26.0 OWNER/EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner/Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidder or any obligations to inform the affected bidder or bidders of the ground for Owner/Employer action.

D. BID OPENING AND EVALUATION

27.0 BID OPENING

27.1 Unpriced Bid Opening :

CUGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the tender document. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

27.2 Priced Bid Opening:

CUGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

- 27.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

28.0 PROCESS TO BE CONFIDENTIAL

- 28.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other person officially concerned with such Process.

- 28.2 Any efforts by a bidder to influence the Owner/Employer in any manner in respect of Preparation of Bidding document & further evaluation of bids will result in the rejection of that bid.

29.0 CONTACTING THE OWNER/EMPLOYER

- 29.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Owner/Employer for any matter relating to the bid, it should do so in writing. Any effort by a bidder to influence the Owner/Employer in any manner in respect of bid evaluation or award will result in the rejection of that bid.

30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 30.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"
- 30.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 30.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 30.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation reservation or omission.
- 30.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.
- 30.6 CUGL reserves the right to seek any clarification from the bidder, if required on the submitted document for evaluating their bid, the same shall be asked.

31.0 PRICE BID OPENING

The Owner/Employer will open priced bids of all techno-commercially acceptable bidders.

32.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS

- 32.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 32.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

33.0 CONVERSION TO SINGLE CURRENCY

All bids to submitted in INR.

34.0 EVALUATION AND COMPARISON OF BIDS

- 34.1 The evaluation & comparisons of the bids will be carried out for previously determined as substantially responsive pursuant to ITB Cl. No.28.
- 34.2 The evaluation & Comparison of all the responsive bids for supplies/works/services to be arrived at the lowest evaluated offer as Under (i) the evaluated price of bidders shall include the following:
- I. Total price quoted by the bidder (including Taxes & duties).

II. Technical loading if any as per Technical specification.

- 34.3 In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):

Criteria No. 1 - The bidders who have got the higher turnover in any of the last 03 (three) Financial Year.

Criteria No. 2- The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in the last Financial Year.

- 34.4 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected

34.0 POST QUALIFICATION

- 35.1 In the absence of prequalification, the Owner/Employer will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the Owner/Employer deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A Negative determination will result in rejection of the bidders bid.

F - AWARD OF CONTRACT

36.0 AWARD

- 36.1 The Owner/Employer will award the contract to the successful bidder (s) whose bid has been determined to be Substantially responsive and/or have been determined as a lowest on least cost to Owner/Employer and is determined to be qualified to satisfactorily perform the Contract.

37.0 NOTIFICATION OF AWARD/FAX OF ACCEPTANCE

- 37.1 Prior to the expiration of period of bid validity, Owner/Employer (CUGL) will notify the successful bidder in writing by Post/Fax/E-mail to be confirmed in writing, that his bid has been accepted. The notification of award/Fax of Intent will constitute the formation of the Contract.

37.2 The Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).

37.3 The notification of award will constitute the formation of a Contract.

37.4 Upon the successful bidder's/ Contractor's CPBG/SD shall promptly discharge his EMD.

38.0 SIGNING OF AGREEMENT

38.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 21 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor/Service Provider).

38.2 In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the award shall be considered as cancelled.

39.0 PERFORMANCE GUARANTEE – NOT APPLICABLE FOR THIS TENDER

39.1 Pursuant to SCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.

39.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause as per tender. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.

40.0 CONTRACT EXTENSION

40.1 The contract may be extended upto 6 months on same Prices and discounts, if any and other terms & conditions upon satisfactory performance.

41.0 CORRUPT AND FRAUDULENT PRACTICES

41.1 The Owner/Employer requires that Bidders/contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and

b) "Fraudulent Practice" means a misrepresentation of facts in order to secure the contract or influence the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; The Employer will reject a proposal for award

if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.

41.2.1 The Owner/Employer will declare a firm ineligible for a period pursuant to clause as per tender.

42.0 INCOME TAX & CORPORATE TAX

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

42.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.0 WAIVER OR TRANSFER OF THE AGREEMENT

43.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner/Employer.

44.0 FORCE MAJEURE: CUGL STANDARD CLAUSE SHALL APPLY. (AS APPLICABLE)

45.0 EVALUATION OF PERFORMANCE

Performance of the contract awarded shall be evaluated as per vendors evaluation policy of CUGL which is available on CUGL website.

46.0 EVALUATION METHODOLOGY:

EVALUATION OF BID SHALL BE DONE ON FOLLOWING BASIS:-

- (i) Evaluation of the techno-commercial bid will be done first.
- (ii) Only the bids that are meeting the Technical Bid Evaluation Criteria and substantially responsive to the Bid conditions would become eligible for the opening of the priced bids.
- (iii) Techno Commercially qualified bidder with lowest total quoted amount shall be rank as L-1 and the rest of the bidder would be rank L-2, L-3 and so on based on ascending order of total quoted prices as mentioned in the tender document.
- (iv) CUGL reserves the right to reject any or all bids without assigning any reason thereof and CUGL's decision in this regard shall be final and binding on all the bidders.

OTHER CONDITIONS

- a. The entire scope of coverage as specified in the Bidding Document shall be treated as Insurance Contract.
- b. The bidder shall quote the premium rates and total premium against respective areas of coverage for respective sum insured as per format of price Schedule . The total premium will be inclusive of all expenditures to be incurred by the bidders and applicable taxes, duties, GST and surcharge etc. and no expenditure other than those quoted in the SOR will be paid by CUGL on any account for the defined scope of coverage.

- c. All premium rates & Total premium to be quoted by the bidders will be in Indian Rupees only on firm price basis and shall remain valid during the currency of the policy.

Insurers are free to carry out inspections at site at their cost and risk, if so desired for this purpose. They may examine the site and its surroundings and obtain all information that may be necessary for preparing the bid.

46.0 TERMS OF PAYMENT: The premium shall be paid in advance on Annual basis or at the time of renewal of Policy if applicable.

FORMS & FORMATS

SECTION-IV

F-1

BIDDER'S GENERAL INFORMATION

To,
Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhapur
Kanpur-208024
India_____

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify:_____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	 City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	 City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	

11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch & IFSC Code	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	GST No.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2

BID FORM

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003
SUB : Insurance Policy for CUGL's assets

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“_____” including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions
of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly
acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and
in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "four [04] months" from the date of opening of
"Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted
by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit"
equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due
performance within "twenty one [21] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including
addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding
Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned
in Bidding Documents but may be inferred to be included to meet the intend of the Bidding
Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically
excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work
in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*
7. Power of Attorney*
8. Duly certified document from chartered engineer and or chartered accountant.

Note: * In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

F-4
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

Central UP Gas Limited,
7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend

"Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

F-5
"NO DEVIATION" CONFIRMATION

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-6

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP**

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Dear Sir,

We hereby confirm that we are not on 'Holiday' by CUGL or banned by Government department/ Public Sector on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of CUGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per provision of tender document.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CUGL by us.

Place:	[Signature of Authorized Signatory of Bidder] Date:
	Name:
	Designation:
	Seal:

F-7
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____”, the following
Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

F-8
AGREED TERMS & CONDITIONS

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 4 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-9
ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in CUGL issued the tender, by filling up the Format)

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-10
UNDERTAKING ON LETTERHEAD

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

Dear Sir

We hereby confirm that "The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection".

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11
BIDDER'S EXPERIENCE

To,

Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-13
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is

otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		

7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
-----	---	--	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-14
BIDDER'S QUERIES FOR PRE BID MEETING

To,
Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,003

SUB : Insurance Policy for CUGL's assets

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	CUGL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

Scope of Work (SOW)

Section - V

Scope of Work

Scope under various policies will be comprehensive but not limited to details as mentioned below

1A) Standard Fire and Special Perils Policy

This policy must cover all perils like fire and allied perils and must include STFI, RSMTD coverage, cover against deterioration of stock due to power failure, Act by third party, impact damage, other special perils, and all other perils as per IRDA regulations. The policy must cover removal of Debris up to 1% of claim amount and Architect, Surveyor fees up to 3% of claim amount. The policy must also have the following add on coverage:

- Omission to insure additions, alterations and extensions during the year -5%
- Impact damage due to insured's own road vehicle, crane, LCV etc.
- Terrorism and Vandalism
- Escalation in replacement cost upto 10% of sum insured (not required for Stock)
- Earthquake and Shock.

The policy will cover all assets installed/kept at CNG stations spread over Kanpur, Unnao and Bareilly (except dispensers covered under Standard Fire and Special Perils Policy for dispensers), Pipeline at CNG Station covered under Special Contingency Policy (Pipeline)) and inter alia include, but not be limited to the following assets:

- a) Compressor packages including CO2 flooding system, VFD panel, air compressors and other allied assets etc.
- b) Stationary Cascades at CNG stations
- c) Buildings (Civil Work at Station and Control Rooms at CNG Stations) and Signages
- d) Furniture & Fixtures at CNG stations and Control Rooms
- e) Fittings and Electrical Installations
- f) Metering Skids
- g) Gas Gensets and Air Compressors
- h) Cables, Tubings, Fittings and Valves
- i) Other assets at CNG stations such as Fire Fighting Equipment, Surveillance camera and attached equipment (Server, UPS, Rack, Switch, Pole, Hard Disk, Monitor), water purifier, water cooler etc.

It may be noted that at present there are 22 commissioned CNG stations and various other stations are being constructed in Kanpur, Unnao and Bareilly regions. This policy shall cover any damage to the equipments due to occurrence of incident as mentioned in section (D) of the Special Contingency Policy for Pipelines.

The deductible amount for this Policy would be 5% of claim amount subject to a minimum of Rs. 25,000.

1B) Machinery Breakdown Insurance Policy

This policy includes machinery covered under the Standard Fire and Special Perils policy mentioned above. In addition to the cover under Standard Fire and Special Perils policy this policy shall cover Machinery Breakdown (MBD) including electrical, accidental, mechanical and all allied perils.

The followings add on coverage is also required:

- Damage to Foundation of Machinery - Sum Insured Rs. 17 Crore
- Additional Custom Duty and Air Freight up to Rs. 50 Lakhs.
- Own Surrounding Property Damage Cover for Rs. 25 Lakhs

The deductible amount for this Policy would be 1% of claim amount subject to a minimum of Rs. 2500. To make the claim process simpler the value for Compressor Packages would be bifurcated into three parts namely PLC Panel/VFD, Motor/Engine, Compressor Block & other mechanical/instrument related items.

1C) Burglary and Housebreaking Insurance Policy for CNG Stations (First Loss Basis)

This policy includes assets covered under the Standard Fire and Special Perils policy mentioned above. In addition to the cover under Standard Fire and Special Perils policy this policy shall cover any Loss due to Burglary, Theft and Robbery at CNG Stations and all allied perils. The cover shall also include any Property Damage caused due to the listed perils.

Coverage under the policies shall be as follows:

Asset	Fire Policy	MBD	Burglary & Housebreaking
Compressor and accessories such as VFD/PLC Panels, Filter, CO2 Flooding System	Yes	Yes	No
Stationary Cascade	Yes	Yes	No
Metering Skid	Yes	Yes	No
Fire Fighting Equipment - Fire Extinguisher, Detector etc.	Yes	Yes	No(Covered under burglary policy SOR no. 12)
Air Compressor	Yes	Yes	Yes
Gas Genset	Yes	Yes	Yes
Tubings, Fittings, Valves, Cables	Yes	No	Yes
Civil Work (Building)	Yes	No	No
Signage	Yes	No	No
Control Room Building	Yes	No	No

CCTV Unit and attached equipment (Server, UPS, Rack, , Switch, Pole, CPU, HDD and Monitor)	Yes	Yes	Yes
All Other Assets at CNG Stations such as : Water Purifier, Furniture & Fixtures and Stores & Spares at Station, Electrical Installations, Water Cooler,	Yes	No	Yes

2) **Standard Fire and Special Perils Policy - for Dispensers**

The policy would cover All Risks covered by Standard Fire & Special Perils (including STFI and RSMTD coverage) plus Add-on Impact damage including impact damage from CUGLs own road vehicle, cranes, LCV etc & will cover mainly Hose pulling by vehicles in CNG Stations (in Kanpur, Unnao & Bareilly) Bursting & overflowing of water tanks, Cover against deterioration of stock due to power failure, the policy will also cover the risk of terrorism and vandalism. This policy shall cover any damage to the equipments due to occurrence of incident as mentioned in section (D) of the Special Contingency Policy for Pipelines.

Minimum deductible of 5% of claim account subject to a minimum of Rs.10,000/-.

3) **Storage cum Erection Policy**

Coverage would include fire, lightning, water damage, flood, storm, tempest, inundation, accidental damage, collapse, collision, impact, burglary, malicious damage, landslide, bursting & overflowing of water tanks, cover against deterioration of stock due to power failure, forest fire, leakage & contamination; spoilage material damage cover, damage due to earthquake, riot, terrorism and any other act by third party.

The policy shall cover material till it is ready for commercial use including storage, testing and commissioning period. The policy shall also cover omission to insure additions of 5% of the sum assured.

The deductible amount for this Policy would be as per Standard Tariff

4) **Special Contingency Policy for Movable cascades :**

CUGL has several CNG Dispensing Stations where compression facility is not available and hence CNG is required to be moved through moveable cascades mounted on LCV's (Light Commercial Vehicles) to such stations. Further there are customers who purchase CNG. CNG is moved to their site through moveable cascades as well.

The policy would cover All Risks during standing, filling of Gas, in Transit, and dispensing of gas in Kanpur, Unnao and Bareilly. The ambit of this cover would be loss of or damage to insured's property caused due to unintentional act or accident from any fortuitous cause any time, losses due to Impact/hitting/riots, earthquake, fire or any other act by third party including terrorism and shall include gas loss.

The deductible amount for this Policy would be Rs. 5000.

5) Special Contingency Policy for Pipelines

The ambit of this cover would be loss of or damage to insured's property caused due to unintentional act or accident from any fortuitous cause any time, losses due to digging/hitting/riots, Subterranean fire, earthquake, fire or any other act by third party including terrorism and vandalism. The ambit of this cover would also include loss of gas.

- a) It may be noted that the gross cost of pipeline infrastructure network of CUGL is Rs.125 crores (approx) as on date and the network is spread over Kanpur, Unnao and Bareilly. The total pipeline infrastructure as on 30.11.17 includes approx 600 kms of MDPE pipeline and approx 100 kms of Steel Pipeline and will keep on increasing.

The sum insured is inclusive of applicable Road restoration/Right of Way charges. Any restoration of accidental damage requires payment of these charges as per the prevailing rates of the municipal authorities.

- b) The line pack, i.e. natural gas flowing through the entire pipeline infrastructure shall be approximately 6.50 lacs scm. The policy should cover against the loss of line pack in the entire pipeline network plus additional 20% against venting loss (in the event of partial damage to pipeline). The sum insured value of this shall be Rs. 2.70 crores.
- c) Certain portions approximately 70 kms of CUGL's pipeline network carries Natural gas for CUGL dedicatedly. The policy should cover against the loss of line pack in these portions of CUGL's network plus additional 20% against venting loss (in the event of partial damage to pipeline). The sum insured value of this shall be Rs. 0.40 crores.
- d) In case of rare incidents of damage to the pipeline wherein before the damage could be repaired the sewage water and dust entered in pipe line from damaged location into a section of the pipeline network. This results in repeated draining of our equipments like compressors , dispensers , metering skids ,cascades at CNG stations located in that section of pipeline network which resulted in additional loss of gas due to venting. This also damages filters, electro valve and flow meter etc. of the Dispensers.

While the damage to the equipments are to be covered under "Industrial All Risk Policy" and "All Risk Policy - Policy for Dispensers", additional venting loss due to the above mentioned incidents shall be insured under this policy.

There are approximately 15 stations per section of pipeline network which is situated in a single loop linked to a City Gas Station (CGS). The maximum amount of gas which will be lost due to venting (from Pipeline, Metering Skid, FRS, Compressor Packages, Dispensers, Cascades etc.) located at all these station in a loop, in two such incidents shall be 3.5 Million SCM (approx.). The sum insured value of this loss of gas in two such incidents shall be Rs. 7.00 Crores.

Deductible for the policy shall be 5% subject to a minimum of Rs. 10,000/-.

Fire Insurance for FRS, DRS, MRS, Odourising Unit installed on Pipeline Infrastructure

CUGL has regulatory systems and odourising units in Kanpur, Unnao and Bareilly. The ambit of this policy shall cover all perils covered under Standard Fire & Special Perils, impact damage, terrorism and vandalism, riots, damages by third party, subterranean fire, and earthquake.

Deductible for the policy shall be 5% subject to a minimum of Rs. 10,000/-.

6) Marine Open Declaration Policy

Coverage would include all perils covered under Marine All Risk Insurance, as per Inland Transit Clause - ITC 'A' clause on warehouse to warehouse, warehouse to CUGL Sites/workshops/Offices/CNG Stations and site to site to and fro, movement anywhere in India. It would include all kind of losses arising out of accident, pilferage, loading and unloading, any damage during transit, Fire, Sinking, shortage, Non Delivery/Short Delivery, Theft, leakage, breakage, contamination, collision, water damage, earthquake, lighting, vandalism, riots strike, terrorism, other perils depending on nature of commodity, and all other perils normally covered under Marine Policy ITC 'A' clause. Basis of valuation for claim will be Invoice + Freight + 10%.

The deductible amount for this Policy would be INR 5,000

7) Fire insurance for Stores

The insured value for Fire Insurance of stores includes the value of stock in stores and value of material moved from warehouse/stores to warehouse/stores, site to site and between warehouse and site and miscellaneous stock at all CUGL control rooms. The policy shall cover material at stores, kept inside the store building, open area and kaccha construction and stock at all control rooms.

At present CUGL is maintaining stores at two (2) places as follows:

- a. Kanpur
- b. Bareilly

The nature of material stored are Compressor packages, Engines, Dispensers, Cascades, HDPE Pipes & Fittings, Steel Pipes & Fittings, MDPE Pipes & Fittings, GI Pipes & Fittings, Spare Parts, inflammable oil and various other types of inventories. Stores may contain category 2 and category 3 goods up to 5% of the sum insured.

Deductible for the policy shall be 5% subject to a minimum of Rs. 25,000/-.

8) Theft and Burglary Policy for Stores

The insured value for burglary policy of stores includes the value of stock in stores and value of material moved from warehouse/stores to warehouse/stores, site to site and between warehouse

and site and miscellaneous stock maintained at all CUGL control rooms. The policy shall cover material at stores, kept inside the store building, open area and Kaccha construction within the premises of storage area and stock at control rooms.

Deductible for the policy shall be 5% subject to a minimum of Rs. 25,000/-.

It may be noted that both the fire and burglary policies for stores (Serial number 8&9) are floater umbrella policies of total sum insured with quarterly declaration basis. The value may interchange between the stores very frequently and drastically.

9) Money Insurance Policy

At present there are 6 CUGL owned CNG stations (in Kanpur and Bareilly) where CNG is sold against cash tendered by customers. The number of CNG stations will keep on increasing throughout the year. Money is collected by Driveway Salesman (DSM) in the station. The DSMs are not the direct employee of CUGL hence not on the pay roll of CUGL. They are the employees of operators to whom station administration has been assigned; they are the extended arms of CUGL. DSMs consolidate, sort, bundle & deposit the cash in chest. The bank collects the cash from CNG station and gives CUGL the credit next day. As per agreement with bank, bank takes necessary insurance policy covering risk from the time of collection till depositing in bank and giving credit to CUGL. CUGL's risk is over after handing over of the cash to bank in the CNG station. The risk coverage of policy includes the following:

1. Cash in defender safe and drop in safe at CNG stations
2. Cash on counter at CNG station including cash on the table
3. Cash on forecourt of CNG station including cash in salesman bag

The insured value for this policy has been worked out with following assumption:

1. Maximum cash sales (cash accumulation in a day) Rs.70 lacs (All CUGL stations on an average) and cash on counter and salesman bag shall be maximum 1 lakh per station.
2. Maximum continuous non-pick up days due to bank holidays or any other unforeseen situation is 5 days. That means there may be accumulation of cash for 5 days continuously in any station.
3. Maximum number of theft/burglary in an year is 10

Deductible for the policy shall be 5% subject to a minimum of Rs. 25,000/-.

10) Fidelity Insurance Policy

CUGL employees are allowed to carry a cash upto Rs. 10,00,000 at any given time. The ambit of this policy must cover fraud, dishonesty committed by any employee. The policy must be an unnamed policy.

Deductible for the policy shall be 5% subject to a minimum of Rs. 25,000/-.

11) Burglary Policy for Fire and Safety Equipments

The burglary policy covers Fire and Safety equipments including Portable Gas Detectors, UV IR for flame detectors, Underground gas leak monitoring detector, High pressure water mist cum foam system, Breathing apparatus set, Highly advanced methane detector, LEL cum oxygen detector the equipments may be hand carried from one site to other.

Deductible for the policy shall be 5% subject to a minimum of Rs. 25,000/-.

12) Special Contingency Policy

The policy shall cover all laptops anywhere in India; worldwide jurisdiction shall be applicable to 15 laptops belonging to Directors and Key Managerial Personnel. Deductible for the policy shall be 5% subject to a minimum of Rs. 25,000/-.

13) Electronic Equipment Policy

A. Electronic Equipment in Kanpur and Bareilly

The policy shall cover all Electronic equipment including Desktop, Printer, Server, UPS, Switch, television, web-cam, Scanner, Projector, Access Point, Plotter, Kiosk, Router, Hardware for Network Automation etc. at CUGL Offices, Sites and in transit. The ambit of the policy shall cover all perils under the electronic equipment policy and must include terrorism, vandalism, third party damage and earthquake.

The deductible for the policy shall be as per standard clause.

14) Fire And Burglary Insurance For Building

This policy shall cover Fire and all Allied perils, theft and burglary and also cover terrorism, vandalism, rioting and earthquake for all buildings owned or maintained by CUGL. These assets include offices in Kanpur, Bareilly, Warehouses and Control Rooms & all Assets in buildings. The policy must cover the basement (if any) at these locations.

Deductible for the policy shall be 5% subject to a minimum of Rs. 25,000/-.

15) Public Liability Policy: Third Party

The policy would cover public liability / property damage (Life and Assets of third party including Life and Assets of CUGLs customers) etc due to any incident of CUGL's infrastructure network (including CNG stations commissioned and non-commissioned; Pipeline network LCV Cascade/stores and spares movement in Kanpur, Bareilly, Jhansi and Unnao, and shall cover transportation risk and cover pollution risk both air and water.

The deductible amount for this Policy would be 0.1% of the claim amount.

16) Public Liability Act Only Policy

The policy would cover public liability / property damage (Life and Assets of third party) etc due to any incident of CUGL's infrastructure network and shall cover transportation risk and cover pollution risk both air and water.

The deductible amount for AOA: AOY 1:3 would be Nil.

17) Directors and Officers Liability

The policy must cover the following for all employees, any loss arising out of any claims including D&O Claim, Securities Claim, Formal Investigation and EPL Claim. Losses include but are not limited to:

- a) Any loss that the Organization may incur, on account of mistaken actions taken in their individual capacity as Directors & Officers in pursuance of their duties under Memorandum and Articles of Association.
- b) Loss arising from claims made against them by reason of any wrongful Act in their Official capacity.
- c) Legal costs & expenses incurred with the written consent of the insurers arising out of prosecution (criminal or otherwise) of any Director / officer and attendance at any investigation, examination, inquiry or other proceedings by the authority empowered to do so.
- d) Expenses incurred by any shareholder of the Company in pursuance of a claim against any Director / Officer, which the Company is legally obliged to pay, pursuant to an order of a Court.
- e) To provide indemnity to the estate of legal heirs or legal representatives of the Director / officer in the event of the Director / officer becoming insolvent.

The deductible for the policy shall be as per Standard Tariff.

18) Miscellaneous and Special type of Vehicles Package Policy

CUGL owns 5 Emergency Resource Vehicles (ERV) maintained by the Fire and Safety department and Fire and Safety Equipment placed in the ERV. The policy must cover all risks covered under the Vehicles Policy including the equipment. The NCB shall be 20%.

The deductible shall be as per standard clause (compulsory deductible).

Note:-

- a. Irrespective of coverage mentioned above all the policies must cover perils of terrorism and earthquake (wherever applicable) and Insurers are advised to quote accordingly.
- b. All policies must cover the entire area of CUGLs CGD network i.e. Kanpur, Bareilly, Jhansi and Unnao.
- c. It must be mentioned on the face of the policy that in case of any deviation in the policy from the tender document, the tender document shall prevail,
- d. Initially premium amount would be paid on the proposed estimated value (expected as on 01/04/2018) for one year and thereafter additional premium shall be paid every quarter based on actual addition during the quarter.
- e. Participants shall furnish a No Deviation form in a separate envelope along with the Price Bid.

It is preferable that policies are provided as per the SOR. However where the name of the policies mentioned in the SOR is changed or policies are combined, the policy must mention the serial number in the SOR, of the relevant policy and SOR item must be identifiable in each part of a combined policy.

GENERAL TERMS & CONDITIONS

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- ❖ Insurer/ Underwriter / Tenderers shall mean the company who submits the tender and enters into contract with CUGL and shall include their executors, administrators, successors and permitted assigns.
- ❖ LETTER OF INTENT' shall mean the intimation by a letter / fax to the insurer that the tender has been accepted in accordance with provisions contained in the letter. The responsibilities of the insurer commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- ❖ The Premium is to be quoted after applying discounts but before applying GST as applicable.
- ❖ It is normal in case of operation, policy extension is sought by the insured. However, risk profile during such extension fundamentally remains the same. In view of this CUGL will reserve the right to pay pro-rata premium during the extended period.

LAW GOVERNING THE CONTRACT AND COURT JURISDICTION.

- The Contract shall be governed by the Law for the time being inforce in the Republic of India. The Civil Court at Kanpur, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- ❖ In case of loss/ damage, the insurer will be compensating CUGL on replacement/actual repair cost basis. The asset will be reinstated with the machine / material / parts with similar specifications on prevailing market conditions from the same or different OEMs.
- ❖ The values given for sum insured are estimated value. Actual quantity and value will be provided at the time of contract. The value given above are on total cost basis.

Special Conditions of Contract (SCC) Section -VI

SPECIAL CONDITIONS OF CONTRACT

FOR INSURANCE PACKAGE POLICY:

A) PROCEDURE FOR CLAIM SETTLEMENT

The insurer will put in place such a claim procedure that is positive, prompt transparent and targets for 'zero' pendency status. A joint meeting between potential surveyors, underwriters and CUGL will be organized by CUGL for discussing this matter. The insurer will take a fortnightly report from the surveyor to ensure the success of the procedure and keep CUGL posted.

The Insurer shall immediately depute or authorize the Insured to call a surveyor(s) from the approved panel but not later than 48 hours of receipt of intimation from the Insured in exceptional cases.

The surveyor shall call for all the documents in support of claim in one go and not in a piece meal manner, for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter.

If for any reasons CUGL does not respond/ provide all the particulars required by the surveyor, the insurer or surveyor as the case may be shall remind within 2 weeks in writing the site.

The surveyor shall send his findings to the Insurer within 15 days of his getting documents.

In case the claim is not found tenable or not settled for the claimed amount, the insurer will seek the comments of CUGL within a week of receiving the survey report. The final view shall be taken within 15 days of receipt of reply. In normal circumstances the claim has to be settled within 30 days from the date of first information, net of the time taken by CUGL for responding to surveyor's/ underwriter's comments.

B) DOCUMENTS FOR REPLACEMENT / REPAIR COST:

The Sum Insured Values indicated in the Schedule of rates are at the total re-instatement cost price **i.e on replacement cost basis which** includes procurement cost plus taxes, other expenses (Cost, Insurance, Freight, Excise / Custom Duty, Taxes, Handling cost till installed at Station / Warehouse / Destination). **Insurance Company has to understand & satisfy themselves with basis of sum insured, cost of each asset before bidding itself.** In the event of a loss, replacement / repair cost will be furnished by CUGL through Cost Certificates/purchase invoice reflecting actual cost/expenses. The claims shall be settled on the basis of cost indicated in the Cost Certificate/purchase invoice by CUGL.

CUGL will restore operation by replacing the damaged machine / accessories with new ones available from the same OEMs or alternative available OEMs.

In case CUGL restore operation by drawing any machine / material from stores & the Purchase order / Bill is not available, then CUGL will obtain a proforma Quotation / invoice from the suppliers & will calculate the landed cost till CUGL's site & Insurance Company will settle the claim on the basis of workings produced by CUGL.

Due to any reason if proforma quotation/invoice could not be obtained by CUGL from the supplier, CUGL will produce the copy of PO last placed for settlement of claims and insurance company will settle claims.

The insured will give required relevant document to the extent possible for settlement of claims. However in case of non-availability of required documents Insurer will settle the claims based on the available documents, market information, and engineering estimates. In short the emphasis should be on the spirit of indemnity and not on procedures.

Salvage Adjustments: The valuation of salvage of scrap as a result of loss shall be as per the following rates:

Sr. no	Particular	Rs./KG
1.	Scrap Pipes and Fittings and Scrap Batteries	50
2.	Scrap Heavy/Light Ferrous & Misc. Machinery Scrap(metallic)	24
3.	Scrap Stainless Steel & Aluminum/Aluminum Cables	75
4.	Scrap Copper/Copper Cables	400
5.	Scrap Brass	250
6.	Other Misc. scrap	4

C) ON-ACCOUNT PAYMENTS AGAINST CLAIMS:

In case of net claims exceeding Rs. 1 lakh, the insurer shall promptly make an on-account payment of 75% of the claimed amount within one week without waiting for completion of formalities once the claim is established. In other words, on account payment will become due on establishment of prima facie admissibility of the claim which will be worked out on the basis of estimated value without asking for quotations etc.

The balance amount of the claim shall be settled and paid within 21 days after submission of all relevant documents.

Coverage:-

- a) Insurer to ensure and confirm that the scope of cover for the Policies are comprehensive except for a few Internationally accepted "Exclusions" followed by all underwriters in the world.
- b) The insurer to indicate clearly any exclusion of the Risks not covered in the Policies to avoid any dispute at a later date. In the event of any ambiguity in his proposal with regard to this aspect, the interpretation of the "Insured" shall be final and binding on the "**Insurer**". CUGL is absolved of any loss on this account.
- c) The insurer shall not attempt to avoid any unforeseen eventualities, which may arise during transit and allied storage and keep the facts in consideration while settling the claims.

D) UNDERWRITER'S RESPONSIBILITY FOR QUOTATION

- ❖ Although all details presented in this bid document have been compiled with all reasonable care, it is the Underwriter's responsibility to ensure that the information provided is adequate and clearly understood.
- ❖ Site visit, if any has to be done by Underwriter at its own expenses.
- ❖ Insurers' quotation is the responsibility of the Insurer and no relief or consideration can be given for errors and omissions.

Document -

- I. The security / watch and ward arrangement in the station and operation is in the purview / scope of the owner who has engaged Security Services for the watch and ward of the Operation. In case of

loss, as for filing report with police is concerned, sending information to the police by registered post will be considered adequate in case FIR cannot be lodged with Police. In case the final report cannot be obtained, indemnity bond will be furnished which shall be acceptable to the underwriter.

- II. At the request of Insurance Company, insured will transfer the right of recovery, if any from 3rd party and hand over the claim letter addressed to 3rd party to the Insurance Company.

However, the complaint so lodged with Police by person or regd. post for such damaged / stolen items will be with brief description and other details available shall form the basis for settlement of claims by the Underwriter. No additional documents shall be insisted for by the underwriter to settle the claims except the letter of subrogation and indemnity bond

E) DEPUTATION OF SURVEYORS:

Within a reasonable time from the commencement of Policy the Underwriter shall discuss and furnish the list of surveyors containing their relevant details. Normally surveyors from that list only shall be deputed. CUGL reserves the right to review the list and can ask the Underwriter - not to depute a particular surveyor in case CUGL management feels that his deputation may jeopardize company's interest.

The Underwriter shall depute the surveyor within 24 hour on receipt of the intimation of the occurrence of the accident In the event of any delay in deputation of surveyor; CUGL reserves the right to engage any other surveyor from panel at the cost of the underwriter.

The underwriter shall provide a copy of the survey report to CUGL if and when asked for. The surveyor shall be advised by the underwriter to directly submit his report on the causes and ways to avoid losses in future.

The successful Underwriter shall provide the panel of surveyor (3 to 4 nos.) before receipt of premium to whom CUGL can directly contact for survey in case of any exigency.

F) PROGRESS REPORTING AND REVIEW:

The Underwriter shall submit progress reports regarding the status of claims settled & pending for settlement, premium received and the claim amount settled etc. Periodic progress review meetings will be held during which the status of all the pending claims will be discussed and action plan drawn to liquidate the pending claims. The Underwriter shall depute their senior representative to attend such meetings, who are empowered to take spot decisions in respect of settlement of claims, whenever feasible. They shall also constantly update/review their work program to match the liquidation of pending claims vis-à-vis scheduled site/contract closing program.

Insurer shall provide access to their portal for monitoring claim status. This is desirable but not mandatory.

SOR (SCHEDULE OF RATES)

SECTION-VII

OUR E-TENDER PORTAL - <https://cugl.abcprocure.com>